

# **COMMONWEALTH OF MASSACHUSETTS**

**DEPARTMENT OF AGRICULTURAL RESOURCES  
251 CAUSEWAY STREET, Suite 500  
BOSTON, MA 02114**

## **REQUEST FOR RESPONSE (RFR)**

**RFR File # AGR-UrbanAg-FY14**

**FOR**

**THE FY14 URBAN AGRICULTURE PILOT PROGRAM**

**RESPONSES DUE NO LATER THAN 2:00 PM on *January 3, 2014***

Purchasing Department: Department of Agricultural Resources  
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RFR File Name/Title: FY14 Urban Agriculture Pilot Program  
RFR File Number: AGR-UrbanAg-Fy14  
Procurement Team Leader / RFR Contact Person: Alex Gill  
Procurement Management Group/Category: Professional Services / Human Resource-All Other  
not Shown or Combinations

## **REQUEST FOR RESPONSE**

### **GRANT OPPORTUNITY SUMMARY**

**PURPOSE OF PROCUREMENT:** The Massachusetts Department of Agricultural Resources (MDAR) seeks proposals from municipalities, Non-profit 501 (c) (3) organizations, state agencies, school districts, and or other non-profit entities, or fiscal partnerships with 501 (c) (3) organizations, for projects that will advance commercial urban food production in the Commonwealth.

**OVERVIEW AND GOALS:** The objectives of the program are to advance policies, leverage resources, and partner on projects that provide land access, infrastructure, materials, financing, training or policies necessary to increase the commercial cultivation, processing, marketing, and distribution of healthy and nutritious food within Boston and urban communities throughout Massachusetts.

**BACKGROUND AND PURPOSE:** Urban agriculture is an emerging, critical component of sustainable food systems. It is a national movement that links the principles of justice and access to healthy, local and affordable food for all citizens. In February 2013, the Massachusetts Department of Agricultural Resources (MDAR) in collaboration with City Growers hosted Massachusetts's first conference focusing on city farming. Convened at Roxbury Community College, the event brought together urban farmers, policy makers, non-profit and funding partners to explore the opportunities and challenges of commercial urban farming in the Commonwealth. (A summary of conference proceedings is provided in Attachment B of this document). Based on feedback from the February 2013 conference, and working with a variety of stakeholders, the Department has launched a new urban agriculture pilot program. The purpose of the program is to advance policies, leverage resources, and partner on projects that provide the land, infrastructure, materials, financing, training or municipal ordinances necessary to increase the growing, processing, marketing, and distribution of healthy and nutritious food within Boston and urban communities throughout Massachusetts.

Urban agriculture is a broad term that embraces a wide variety of activities related to the growing of plants and the raising of animals for food including but not limited to: production techniques such as land-based outdoor and greenhouse cultivation, rooftop open air and greenhouse production, hydroponics, aquaculture, aquaponics, beekeeping, egg-producing poultry and fruit and nut trees, together with other agricultural activities integral to the support of the growing, processing, distribution and marketing of food for sale in urban communities, such as composting, food hub development, tools and technologies tailored to urban farming, and related policy and regulatory issues. It is not the intent of this program to fund community gardens or backyard produce or livestock raised for personal consumption.

**ELIGIBLE PROJECTS:** This project will provide grant awards in the range of \$5,000 to \$40,000 (but may be exceeded at the discretion of the Department) to urban agriculture demonstration projects in the following areas:

- **Land/Property Access** – Donations of public lands, or lease of land by state agencies, other state institutions, nonprofit entities or municipalities that would facilitate the use of urban land or buildings for the commercial cultivation of crops and the raising of livestock for sale and associated food processing activities.
- **Soil Management/Innovative Growing Techniques** – Initiatives that address the issues of soil quality in urban environments with particular emphasis on expanding the production, and availability of compost from commercial food waste and other sources for urban farming, or to demonstrate techniques for maintaining or improving soil fertility or practical/economically viable approaches to urban aquaculture/aquaponics and vertical farming.
- **Marketing, Distribution, Transportation** – Farm to institution and other partnerships that would create new local food retail and wholesale markets for urban farmers, or improve the transportation and distribution of locally grown products from farm to customer such as food hubs sourced from local urban farms or other innovative technologies designed to aid/improve cost-effective distribution of food produced on urban farms to urban residents.
- **Green Infrastructure** – Demonstrations and documentation of the economic viability of greenhouse, hoop house, cold frame and other technologies to help urban farmers scale up to the volume, quality and year round production required for larger retail/wholesale customers, or to manage energy and water usage, or allow for more intensive and efficient food production in urban environments.
- **Business Planning** – Farm education, training, and other technical assistance to help urban farmers develop and manage financially viable business operations including the development of business plans, diversification of products or exploration of value added food processing opportunities, or the provision of pro bono legal services to facilitate the purchase or lease of farmland.
- **Loan Financing** - Loan guarantees, revolving loan funds, private investment capital and seed grants to assist urban commercial farm operations with start-up, infrastructure and expansion costs, or the acquisition of materials and equipment.
- **Youth and Workforce Training** - Youth mentoring, apprenticeship and internship programs. Training for urban farmers and growers and other workforce development programs that would create jobs in the farm, food or agricultural business sector.
- **Nutrition and Community Health** - Public health programming that would subsidize the consumption of fresh fruits and vegetables to populations at risk for obesity, diabetes and other diet –related- chronic illnesses, and documentation of any associated immediate, mid-and long-term health benefits.
- **Food Security-** Creative strategies for increasing the availability and affordability of fresh, healthy, local food produced on urban farms to USDA mapped food deserts or urban neighborhoods with a high concentration of fixed and low-income residents.

- **Municipal Initiatives** – Grants and technical assistance to support the development of municipal zoning and tax incentives such as urban agriculture zoning ordinances, by-laws, overlay districts or business enterprise zones, or inventories and assessments of vacant land to identify municipal, institutional and other tax exempt parcels appropriate for commercial farming, related public education and outreach programs, urban agriculture apprenticeships and job training, or other partnerships with non-profit organizations to facilitate successful urban agriculture pilot projects.

**PROJECT PRIORITIES:** Preference will be given to funding requests that:

- Implement innovative programs/business ideas for supplying high quality, affordable compost to urban farmers throughout the state that would take advantage of the anticipated increase in commercial farm compost production triggered by the Massachusetts Department of Environmental Protections (DEP) ban on commercial food waste entering the waste stream by January 2014;
- Promote partnerships between urban farmers and community health providers such as fruit and vegetable prescription programs that provide financial incentives for Supplemental Nutrition Assistance Program (SNAP) and Women Infants and Children (WIC) recipients to purchase fresh, locally grown produce at farmers markets.
- Support expansion of established urban farming operations that have operated for at least 1 year and have secured access (ownership or lease) to the land on which the operator is farming;
- Expand “training hubs” to mentor youth groups and community groups in low income communities to build farming skills and entrepreneurial opportunities;
- Support school programs that connect youth with growing food or offer other hands-on learning in agriculture and horticulture;
- Increase training in hydroponics, aquaculture and other innovative growing methods at schools, colleges and Universities in partnership with community groups and youth programs to make available local food and sourced products to low-income communities.
- Create and implement strategies for making available healthier food to underserved urban neighborhoods such as mobile food trucks sourced from local urban farms or Community Supported Agriculture (CSA) shares that would provide and deliver locally grown and value added products to the elderly and other fixed income urban residents;
- Support marketing programs for urban farmers or community kitchens working with local urban farms to provide food-processing infrastructure for value added enterprises;
- Demonstrate the successful conversion of horticultural greenhouse uses to a food

production facility or restoration of a historic urban working farm or agricultural landscape.

**MATCH REQUIREMENT:** Matching funds are preferred, but not mandatory. The degree of matching funding commitments will be one factor weighed in the evaluation of project proposals. In kind services, donations of land or other services will be taken into account, but are not eligible as matching funds.

**ELIGIBLE APPLICANTS:** This grant program is open to Massachusetts:

- Municipalities;
- Nonprofit Organizations 501 (C)(3) Organizations or fiscal partnerships with 501(C)(3) organizations;
- Public or non-profit educational or public health institutions;
- State agencies;

**FUNDING:** Use of grant funds is limited to costs identified in the grant application project budget. Grant and matching funds may not be used to purchase land, pay rents or for normal operating or overhead costs. The Department reserves the right to offer funding to selected projects at an amount less than requested in the application budget. Project funding must be expended by the end of the state fiscal year, June 30, 2014. In the absence of foreseeable available funding, MDAR may terminate the contract.

**DISBURSEMENT OF GRANT FUNDS:** Persons submitting successful proposals will be required to sign the "Commonwealth's Standard Contract" with MDAR. Funds will be dispersed on a reimbursement basis only. All projects must be completed by June 30, 2014, subject to Department funding sources. Documentation of all expenses is required and subject to audit. Vendors shall submit for reimbursement utilizing an organizational invoice clearly stating the reimbursement period on the invoice. Satisfactory receipts for all costs of approved expenses shall be attached to the invoice. All expenses must be within the approved contract dates of service. The final invoice must be submitted by July 31, 2014. However, the Department will not disburse grant funds for any expenses incurred outside the contract period. Documentation of all expenses is required and subject to audit.

#### **INSTRUCTIONS FOR APPLICATION SUBMISSION**

The Application Form is provided in Attachment A of this document.

##### **1. Applicant:**

- Name/address/contact information/website.
- Name of sponsoring agency, municipality or non-profit organization (if relevant).
- If NGO, brief summary of organization's mission, programs, operating budget, key achievements and any volunteer involvement;
- Project applicant or organization's qualifications to perform the work. List relevant work, experiences, projects and qualifications or those of any external partnering entity.

**2. Project Description:**

- Project Overview (Name, location, goals and objectives, Scope of work for all tasks identified);
- How this project will advance the goals of the MDAR urban agriculture pilot program;
- Total grant request including purpose/objectives/tasks for which funds will be used;
- Estimated Project Timeline;
- Individuals who will be working on project & respective roles;
- If relevant, other project partners and description of roles and responsibilities.

**3. Project budget:**

- Budget including all costs associated with every work scope task. (Items not identified in the application will not be eligible for award).
- List of all project funding sources including matching funding commitments and copies of commitment letters, or funding sources that may be pending (other grant applications).

**4. Project Evaluation/Final Report Deliverables:**

- Define criteria/proposed methods for evaluating and measuring project success.
- Plan for sustaining the project beyond the grant period.
- All applicants accepted for funding will be required to complete a final report evaluating project outcomes and any lessons learned that could be applied elsewhere.
- All project funds must be expended by June 30, 2014. However, final project reporting may be extended to a later agreed upon contract termination date.

**5. Required Attachments**

- Map of project area if relevant
- Resumes of project manager or key staff
- 501 (C)(3) Non-profit certifications or audited financial statements or fiscal agent documentation;
- Lease or other proof of site control if investing in commercial farm operation

**DEFINITIONS:** The following words definitions shall apply to this RFR and contract:

**Urban Agriculture**

The use of an urban land, rooftops or buildings for the commercial cultivation of food (and/or horticultural crops, composting, aquaponics,) as well as the production of value-added products made from the aforementioned. For the purposes of this RFR, urban agriculture does not include the raising of crops or livestock for personal consumption.

**Aquaculture**

The cultivation of aquatic animals in a re-circulating environment that are distributed to retailers, restaurants and consumers.

**Aquaponics**

The cultivation of fish and plants together in a constructed, re-circulating system utilizing natural bacterial cycles to convert fish wastes to plant nutrients, for distribution to retailers, restaurants and consumers.

**Beekeeper**

A person or persons managing and maintaining honey bees in a hive or hives.

**Composting**

A process of accelerated biodegradation and stabilization of organic material under controlled conditions yielding a product which can safely be used as fertilizer or soil amendment.

**\*Coldframe**

A temporary, unheated outdoor structure, no higher than thirty-six (36") inches, used for protecting seedlings and plants from the cold. Coldframes may be erected for up to 6 months during any given calendar year.

**\*Farmers' Market**

A public market administered by a market manager and held multiple times per year to connect and mutually benefit Local farmers, communities and shoppers. Vendors may include Local farmers, farmers' cooperatives and producers selling any of the following: whole produce; value-added agricultural products such as jams, jellies, and pickles; prepared food; all agricultural, horticultural and aquacultural products including but not limited to whole produce; plants; flowers; meats; dairy products; shellfish and finfish; and other food-related products.

**\* Farm Structure**

A table, stall or tent, in use during that Urban Farm's growing season, and operated by a sole vendor for the sale of agricultural or horticultural products.

**\*Farm Structures**

May include but are not limited to sheds (tool and packing), compost bins, shade pavilions, Farm Stands, trellises or other vertical supports for growing crops, and structures used to extend the growing season such as Greenhouses, Hoophouses, Coldframes, Freight Containers, and similar structures.

**Food Hub**

A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand.

**Greenhouse**

A permanent or temporary structure made of glass, plastic, or fiberglass in which plants are cultivated year round under controlled temperature and humidity settings.

**Hive**

A manufactured receptacle or container prepared for the use of honey bees that includes movable frames, combs and substances deposited into the hives by honey bees.

**Honey Bee**

A subset of bees in the genus *Apis*, primarily distinguished by the production and storage of honey and the construction of perennial, colonial nests out of wax.

**Hoophouse**

An outdoor structure made of flexible PVC piping or other material covered with translucent plastic, constructed in a “half-round” or “hoop” shape, generally tall enough for a person to enter standing up.

**Hydroponics**

The propagation of plants using a system designed to circulate a solution of minerals in water, for distribution to retailers, restaurants and consumers.

**Open Air Rooftop Farm**

An unenclosed area of a rooftop that is used for Urban Agriculture.

**Rooftop Greenhouse**

A permanent structure located on a roof made of glass, plastic, or fiberglass in which plants are cultivated year round.

**Vertical Agriculture**

An exterior building wall or other vertical structure designed to support the growing of agricultural or horticultural crops.

**CRITERIA FOR SELECTION:** Each application will be evaluated and ranked according to the following measures or whether the funding request will:

- Project Feasibility (Clearly identifies goals/objectives, outcomes/ measures to evaluate project performance or lessons learned, along with a reasonable budget).
- Demonstrate how program funding will increase the productivity, profitability, or sustainability of an established urban farm operation;
- Demonstrate new systems, methods and approaches to urban agriculture that will have broad application and far-reaching impact;
- Create new markets or build new infrastructure that will increase urban farm food production or income.
- Promote collaboration between municipalities and NGO partners.
- Secure additional matching funds to maximize the impact of MDAR grant investments;
- Address the unique barriers to, and opportunities of urban commercial agriculture;
- Maximize youth involvement, training or job creation;
- Create partnerships in the food, farming and public health sectors that will improve community health, food access and nutrition in low and fixed income urban neighborhoods;

**REVIEW PROCESS:** A project selection committee or “review team” comprised of Department staff shall review all complete responses and rank them according to the evaluation criteria listed above. The Review Team rankings and award recommendations shall be conveyed to the Commissioner of Agricultural Resources for approval. The Commissioner’s recommendations will be sent to the Governor’s office for review. The Department shall make notifications of acceptance and rejection to applicants in writing. A



Respondent may withdraw a response at any point. The Department reserves the right to consider geographic distribution of awards as additional criteria. All acceptances shall be conditional upon the availability of funding.

**FORMS TO BE COMPLETED UPON AWARDING OF CONTRACT:** Any successful bidder will be asked to complete and the sign, in addition to the Standard Contract, the following forms as part of their agreement. (Forms are available via the State Internet site <http://www.comm-pass.com>).

1. **Commonwealth Terms and Conditions.**
2. **Verification of Taxation Reporting Information (W-9) Form.**
3. **Electronic Funds Transfer Form (EFT).**
4. **Contractor Authorized Signature Verification Form.**

#### **LIST OF ATTACHEMENTS**

- A. Application Form
- B. Summary of City Farming Conference
- C. Sample Standard Contract Form and Instructions
- D. Commonwealth Standard Terms and Conditions
- E. Sample Authorized Signatory Listing
- F. Sample Authorization of Electronic Funds Payment form
- G. Sample W-9 Form

### **RFR SPECIFICATIONS**

#### **CONTRACT AND PERFORMANCE SPECIFICATIONS**

**1. PURPOSE OF PROCUREMENT:** The Massachusetts Department of Agricultural Resources (MDAR) seeks proposals from municipalities, Non-profit 501 (c) (3) organizations, state agencies, school districts, and or other non-profit entities, or fiscal partnerships with 501 (c) (3) organizations, for projects that will advance commercial urban food production in the Commonwealth.

**2. ACQUISITION METHOD:** Grants-Contracts

**3. SINGLE OR MULTIPLE CONTRACTORS FOR CONTRACT PERFORMANCE:** Multiple Contractors

**4. SINGLE OR MULTIPLE DEPARTMENTS MAY CONTRACT UNDER THIS RFR:** Single

**5. TOTAL ANTICIPATED DURATION OF CONTRACTS** Initial Contract Duration: Through June 30<sup>th</sup>, 2014.

**6. TOTAL ANTICIPATED EXPENDITURES FOR TOTAL ANTICIPATED DURATION OF CONTRACT(S):** Amounts indicated are only estimates. Contract amounts during the period of any contract are subject to a selected proposals response, and may increase or decrease based on contract negotiations, performance selected, appropriation or availability of funds.

**Estimated Value of Procurement:** Approximately \$200,000.

Grants size will vary but generally range between \$5,000 and \$40,000 per award but may be exceeded at the discretion of the Department.

**Will Federal Funds be used to fund part of Contract(s)**   X   No        Yes (If YES to what extent?)

**7. PROCUREMENT CALENDAR:** This RFR will be distributed electronically using the Comm-PASS system and on the MDAR website. It is the responsibility of every Applicant to check Comm-PASS for any addenda or modifications to an RFR to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to Applicants who fail to check for amended RFRs and submit inadequate or incorrect responses. Potential Respondents are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure they have the most recent RFR files. Respondents may not alter RFR language or any RFR component files. Those submitting a proposal must respond in accordance to the RFR directions and complete only those sections that prompt a Respondent for a response. Modifications to the body of this RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited. Any unauthorized alterations will disqualify response.

The procurement schedule is provided below.

- RFR posted to Comm-PASS: December, 5, 2013
- Amendment deadline: January 2, 2014
- Responses must be date stamped or hand delivered by 2:00 p.m. on January 3, 2014
- Projects must be completed by June 30, 2014

Question and answer period: December 5, 2013 to December 19, 2013 at 3:00 p.m. Questions and answers will be posted on Comm-PASS and available for review by all interested parties. Questions should be submitted by email to Alexander Gill at [Alexander.Gill@state.ma.us](mailto:Alexander.Gill@state.ma.us)

**8. INSTRUCTIONS FOR SUBMISSION OF RESPONSES:** Submissions must not exceed (6) double- sided pages (exclusive of attachments). The bidder shall submit one signed original and four (4) copies of the response to:

Alexander Gill  
Massachusetts Department of Agricultural Resources  
251 Causeway Street  
Suite 500  
Boston, Ma. 02114


In addition to the above hard copy, bidders shall submit an electronic copy to [Alexander.Gill@state.ma.us](mailto:Alexander.Gill@state.ma.us) by the due date specified.

All responses must be received (not postmarked) by the due dates specified. **Any application received after the deadline will be rejected.** A postmark will not be accepted for verification of the date of submission. Applications will not be accepted by fax.

### **RFR REQUIRED SPECIFICATIONS**

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions* (either version). However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

The terms of *801 CMR 21.00: Procurement of Commodities and Services* (and *808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services*, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

Items with the text, " *Required for POS Only*" specify a requirement for Purchase of Service (POS) human and social services procured under *801 CMR 21.00, Procurement of Commodities or Services, Including Human and Social Services* and *808 CMR 1.00, Compliance, Reporting and Auditing for Human and Social Service*.

Supplier Diversity Program (SDP). Massachusetts Executive Order 524 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Supplier Diversity Program in Public Contracting. M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. Similarly, Executive Order 546 established the Service-Disabled Veteran-Owned Business Enterprise (SDVOBE) Program to encourage the participation of businesses owned and controlled by service-disabled veterans in all areas of state procurement and contracting, thereby including them in the SDP. All bidders must follow the requirements set forth in the SDP section of the RFR, which will detail the specific requirements relating to the prime vendor's inclusion of M/WBEs and/or SDVOBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs and/or SDVOBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidder's participation of SDP objectives, the Supplier Diversity Program (SDP) Plan for large procurements greater than \$150,000 will be evaluated at 10% or more of the total evaluation. Once an SDP commitment, expressed as a percentage of contract revenues, is approved, the agency will then monitor the contractor's performance, and use actual expenditures with SDO certified M/WBE contractors and the Center for Veterans Enterprise certified SDVOBEs to fulfill their own SDP expenditure benchmarks. M/WBE and SDVOBE participation must be incorporated into and monitored for all types of procurements regardless of size; however, submission of an SDP Plan is mandated only for large procurements over \$150,000.

Unless otherwise specified in the RFR, the following SDP forms are required to be submitted by the deadlines noted below in order to meet the mandatory participation requirements of the SDP:

| SDP Plan Form #/Name                           | Submitted By              | When Submitted                            |
|--|---------------------------|---|
| SDP Plan Form #1 – SDP Plan Commitment         | All Bidders               | With Bid Response                         |
| SDP Plan Form #2 – Declaration of SDP Partners | Newly Awarded Contractors | Within 30 days of contract execution      |
| SDP Plan Form #3 – SDP Spending Report         | Contractors               | Within 45 days of the end of each quarter |

#### **Supplier Diversity Program (SDP) Resources:**

- Resources available to assist Prime Bidders in finding potential **Minority Business Enterprises (MBE)** and **Women Business Enterprises (WBE)** partners can be found on the [Supplier Diversity Program Website](http://www.mass.gov/sdp) (www.mass.gov/sdp).
- Resources available to assist Prime Bidders in finding potential **Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)** partners can be found on the SDO webpage on the [Supplier Diversity Office Website](http://www.mass.gov/sdo) (www.mass.gov/sdo).
- The Supplier Diversity Program offers training on the SDP Plan requirements. The dates of upcoming trainings can be found on the [OSD Training and Outreach Website](#). In addition, the SDP Webinar can be located on the [Supplier Diversity Program Website](http://www.mass.gov/sdp) (www.mass.gov/sdp).

Supplier Diversity Program Subcontracting Policies. In addition to the Subcontracting Policies (See Subcontracting Policies section below and see Section 9, Subcontracting By Contractor, in the Commonwealth Terms and Conditions) that apply to all subcontracted services, agencies may define specific required deliverables for a contractor's SDP Plan, including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) and Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) for the purpose of monitoring and enforcing commitments made in a contractor's Supplier Diversity Program (SDP) Plan.

Agricultural Products Preference (only applicable if this is a procurement for Agricultural Products). Chapter 123 of the Acts of 2006 directs the State Purchasing Agent to grant a preference to products of agriculture grown or produced using locally grown products. Such locally grown or produced products shall be purchased unless the price of the goods exceeds the price of products of agriculture from outside the Commonwealth by more than 10%. For purposes of this preference, products of agriculture are defined to include any agricultural, aquaculture, floricultural or horticultural commodities, the growing and harvesting of forest products, the raising of livestock, including horses, raising of domesticated animals, bees, fur-bearing animals and any forestry or lumbering operations.

Best Value Selection and Negotiation. The Procurement Management Team (PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's

response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the PMT regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

Comm-PASS. [Comm-PASS](http://www.comm-pass.com) is the official system of record for all procurement information which is publicly accessible at no charge at [www.comm-pass.com](http://www.comm-pass.com). Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and
- Any Bidders' Forum records related to this Solicitation (see Locating a Online Bidders' Forum for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Response based on an out-of-date Solicitation or on information received from a source other than Comm-PASS.

Comm-PASS SmartBid Subscription. Bidders may elect to obtain a free SmartBid subscription which provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, SmartBid provides a subscriber with:

- A secure desktop within Comm-PASS for efficient record management
- A customizable profile reflecting the subscriber's product/service areas of interest
- A customizable listing in the publicly accessible Business Directory, an online "yellow-pages" advertisement
- Full-cycle, automated email alert whenever any record of interest is posted or updated
- Access to Online Response Submission, when allowed by the Issuer, to support:

- paperless bid drafting and submission to an encrypted lock-box prior to close date
- electronic signature of OSD forms and terms; agreement to defer wet-ink signature until Contract award, if any
- withdrawal of submitted bids prior to close date
- online storage of submitted bids

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts.

Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Costs. Costs which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Debriefing. ☞ *Required for POS Only. This is an optional specification for non-POS RFRs.* Non-successful bidders may request a debriefing from the department. Department debriefing procedures may be found in the RFR. Non-successful POS bidders aggrieved by the decision of a department must participate in a debriefing as a prerequisite to an administrative appeal.

Debriefing/Appeals: Administrative Appeals to Departments. ☞ *Required for POS Only. Not applicable to non-POS bidders.* Non-successful bidders who participate in the debriefing process and remain aggrieved with the decision of the department may appeal that decision to the department head. Department appeal procedures may be found in the RFR.

Debriefing/Appeals: Administrative Appeals to OSD. ☞ *Required for POS Only. Not applicable to non-POS bidders.* Non-successful bidders who participate in the department appeal process and remain aggrieved by the selection decision of the department may appeal the department decision to the Operational Services Division. The basis for an appeal to OSD is limited to the following grounds:

1. The competitive procurement conducted by the department failed to comply with applicable regulations and guidelines. These would be limited to the requirements of 801 CMR 21.00 or any successor regulations, the policies in the OSD Procurement Information Center, subsequent policies and procedures issued by OSD and the specifications of the RFR; or
2. There was a fundamental unfairness in the procurement process. The allegation of unfairness or bias is one that is easier to allege than prove, consequently, the burden of proof rests with the bidder to provide sufficient and specific evidence in support of its claim. OSD will presume that departments conducted a fair procurement absent documentation to the contrary.

Requests for an appeal must be sent to the attention of the State Purchasing Agent at Room 1017, One Ashburton Place, Boston, MA 02108 and be received within fourteen (14) calendar days of the postmark of the notice of the department head's decision on appeal. Appeal requests must specify in sufficient detail the basis for the appeal. Sufficient detail requires a description of the published policy or procedure which was applied and forms the basis for the appeal and presentation of all information that supports the claim under paragraphs 1 or 2 above. OSD reserves the right to reject appeal requests based on grounds other than those stated above or those submitted without sufficient detail on the basis for the appeal.

The decision of the State Purchasing Agent shall be rendered, in writing, setting forth the grounds for the decision within sixty (60) calendar days of receipt of the appeal request. Pending appeals to the State Purchasing Agent shall not prohibit the department from proceeding with executing contracts.

Electronic Communication/Update of Bidder's/Contractor's Contact Information. It is the responsibility of the prospective bidder and awarded contractor to keep current the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the PMT to be lost or rejected by any means including email or spam filtering.

Electronic Funds Transfer (EFT). All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](http://www.mass.gov/osd) page ([www.mass.gov/osd](http://www.mass.gov/osd)). Additional information about EFT is available on the [VendorWeb](http://www.mass.gov/osc) site ([www.mass.gov/osc](http://www.mass.gov/osc)). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the bidder.



Environmental Response Submission Compliance. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

Executive Order 509, *Establishing Nutrition Standards for Food Purchased and Served by State Agencies*. Food purchased and served by state agencies must be in compliance with Executive Order 509, issued in January 2009. Under this Executive Order, all contracts resulting from procurements posted after July 1, 2009 that involve the purchase and provision of food must comply with nutrition guidelines established by the Department of Public Health (DPH). The nutrition guidelines are available at the Department's website: [Executive Order # 509 Guidance](#).

Filing Requirements. ☞ *Required for POS Only. Not applicable to non-POS bidders.* Successful bidders must have filed their Uniform Financial Statements and Independent Auditor's Report (UFR), as required for current contractors, with the Operational Services Division via the Internet using the UFR eFiling application for the most recently completed fiscal year before a contract can be executed and services may begin. Other contractor qualification/risk management reporting requirements and non-filing consequences promulgated by secretariats or departments pursuant to 808 CMR 1.04(3) may also apply. In the event immediate services are required by a department, a contract may be executed and services may begin with the approval of OSD and the appropriate secretariat. However, unless authorized by OSD and the appropriate secretariat, the contractor will not be paid for any such services rendered until the UFR has been filed.

HIPAA: Business Associate Contractual Obligations. Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and



164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

Minimum Bid Duration. Bidders responses/bids made in response to this RFR must remain in effect for at least 90 days from the date of bid submission.

Pricing: Price Limitation. The bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

Prompt Payment Discounts (PPD). All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. The PPD form can be found under the Forms and Terms tab of this solicitation.

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the PMT. The PMT will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD form.

Provider Data Management. *☞ Required for POS Only. Not applicable to non-POS bidders.* The Executive Office of Health and Human Services (EOHHS) has established a Provider Data Management (PDM) business service that is integrated into the Virtual Gateway. PDM is accessible by providers with current POS contracts. Departments may require that bidders with current POS contracts submit certain RFR-required documents through PDM. These documents have been specified in the RFR. When submitting documents via PDM, bidders are required to print and sign a PDM Documentation Summary. PDM users should verify that all information is accurate and current in PDM. Bidders are required to include the signed PDM Documentation Summary in their RFR response.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.



|   |
|---|
| <p>III. Provide any volunteer involvement your organization does.</p>   |
| <p>IV. What are your organizations qualifications to perform the work?</p>  |
| <p>V. List any relevant work, experiences, projects, and qualifications or those of any external partnering entity.</p> |

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### 3. Project Description:

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|   |           |
|---|-----------|
| Project Name:   | Location: |
| Project Goals and Objectives:   |           |
| I. Attach a detailed Scope of Work below under Exhibit A:                                     |           |
| II. How will this project advance the goals of the MDAR Urban Agriculture Pilot Program?      |           |
| III. Total grant funding requested including all work associated with completing the project. |           |
| IV. Attach a Work Schedule/Estimated Project Timeline below under Exhibit B:                  |           |

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**4. Project Budget:**

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|   |
|---|
| I. Attach an itemized budget below as Exhibit C, including all costs associated with each task in work schedule with the project. (Items not identified in the application will not be eligible for award). |
|   |
|   |

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|--|
| II. List all funding sources including matching funding commitments along with copies of commitment letters. |
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|---|
| III. Identify any sources of funding that are pending (other grant applications). |
|---|

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**5. Project Evaluation/Final Report Deliverables:**

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|   |
|---|
| I. Define criteria/proposed methods for evaluating and measuring project success. |
|---|

|   |
|---|
| II. What is your plan for sustaining the project beyond the grant period? |
|---|

|   |
|---|
| III. All project funds must be expended by June 30, 2014. <u>However a final project report may be extended to a later agreed upon contract termination date.</u> |
|---|

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**6. Required Attachments:**

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|  |  |
|--|--|
| 1. Scope of Work (Exhibit A)   | 2. Project Timeline (Exhibit B)        |
| 3. Project Budget (Exhibit C)  | 4. Map of Project Area (if applicable) |
| 5. Resumes of Project Manager or Key Staff   |  |
| 6. 501 (C) (3) Certification or audited financial statements or Fiscal Agent Documentation |  |
| 7. Lease or other proof of site control if investing in commercial farm operations         |  |

Up to six (6) additional pages may be attached to this application to provide more detailed answers to questions. If typed, font size of no smaller than 12 in Times New Roman Font will be accepted. For those who lease land, copies of a written agreement or lease are not required by the department at this time, but will have to be presented to representatives of the Department.

Application Signatures: Those who would receive the grant award must sign this application. Substitutes or signatures initialed by another person will not be accepted.

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Signature

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Date

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Signature

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Date

Send Responses to: Alexander Gill  
Massachusetts Department of Agricultural Resources  
251 Causeway Street Suite 500  
Boston, MA 02114

**Exhibit A: Scope of Work**

**Exhibit B: Work Schedule/Estimated Project Timeline**



**Exhibit C: Project Budget**

## **Attachment B:**

### **Urban Farming Conference Panel Summaries**

*(See page 26 for Link to access full conference proceedings.)*

#### **Panel 1**

#### **Open Field Farming Techniques**

##### ***Conversation Leaders:***

**Greg Maslow**, Farmer, Newton Community Farm (Moderator)

**Greg Bodine**, Farm Managers, City Growers

**Bobby Walker**, Farm Manager, City Growers

**Ethan Grundberg**, Farm Manager, Allandale Farm

**Jess Liborio**, Boston Urban Grower, The Food Project

##### **Panel Description:**

The movement towards small scale farming in urban centers brings many benefits, such as improving access to healthy food and revitalizing neighborhoods. For farmers, it brings unique challenges that will be addressed by our round table participants. Our panel will share from their experience on what it takes to have a viable operation in a city setting sharing their production methods and how they address environmental concerns such as soil prep, water use and structural constraints.

##### **The Conversation:**

Attendees and panelists initially focused on the business of farming beginning the discussion with the pros and cons of running a non-profit or for-profit urban farm. The dialog included challenges urban farms face compared to rural farms regarding equipment, labor costs and viability, along with open field farming questions such as pesticide use, soil management and the viability of farming in general.

##### **The Take away/to be addressed:**

- Soil management education
- Profitability and providing community with access to food
- The cost of farming/viability

## **Panel 2**

### **Organic Farming Techniques and Season Extension Technologies**

#### ***Conversation Leaders***

**Ruth Hazard**, Vegetable Entomologist, UMass Extension Vegetable Program  
(Moderator)

**Jessie Banhazi**, Founder & CEO, Green City Growers

**Jolie Olivetti**, Farm Manager, Victory Programs Inc. - ReVision Urban Farm

**Eliot Coleman**, Organic Farmer, Four Season Farm

**Patti Moreno**, Garden Girl, Garden Girl TV

#### **Panel Description**

With consumers growing interest in organic and local products, more people are looking to their local farms for products that are not only fresh, but readily available and organic. With the challenges of the Massachusetts growing season, many farmers are finding solutions to extend their growing capacity to meet these needs. Hear from our panel of experts on the interest of organics and how their creative solutions for season extension can be applied to urban farming.

#### **The Conversation:**

Audience members directed the focus to the 'nuts and bolts' of how to create mechanisms to increase their growing capacity, peppering our panel with questions on cost and benefit analysis of season extension technologies, soil management and pest management.

#### **The Take away:**

- More information desired available
- Practical how to instruction for different season extension practices sought
- Knowledge of soil testing protocol and regulations

## **Panel 3**

### **Lessons from Different Market Strategies**

#### **Conversation Leaders:**

**Jamey Lionette**, Sales Director, City Growers (Moderator)

**Kelly Erwin**, Project Director, Massachusetts Farm to School Project

**Rachel Cory**, Speciality Foods Buyer, City Feed and Supply Inc.

**Michael Leviton**, Owner and Chef, Lumiere Restaurant

## **Panel Description**

Building a successful urban farming business takes a creative and diverse plan to not only meet local consumer needs, but to be viable enterprise as well. Today you will hear from leaders that represent different market opportunities: from restaurant to institutional. This panel will discuss sales strategy and market analysis, helping you to create a strategy to meet the growing demand for local products. Where will you sell a majority of your products? Are farmers' markets or CSA's the most viable routes for your business? Will social media and advertising play a role in the growth of your business? How can buyers and growers work strategically together?

### **The Conversation:**

With over half of the attendees either managing t farming enterprises or desiring to begin one, the panel brought their real life experiences to the dialog. The key factor from all of the conversation leaders was the importance of fostering a "relationship", with your potential customers and community partners. The nature of urban farming requires diversity in crops, ability to adapt to your customers needs and addressing seasonal availability. A strong relationship allows the farmer and the customer to work with the ebb and flow of real time urban farming.

The elements of business planning, including, yet not limited to packaging, pricing, distribution and the actual cost of growing food were revisited by session attendees several times during the discussion. Audience members used the time wisely, with inquiries about supply channels, balancing their sales outlets, collective buying and the best use of a limited marketing budget.

### **The conclusion:**

The up and coming wave of urban farmers have a basic comprehension of what it takes to build a successful business. Solidifying a plan, with more technical assistance, with a supportive network would be an asset to supporting the growing UA business sector.

## **Panel 4**

### **Composting: Policy, Practice and Viable Business Enterprise**

#### ***Conversation Leaders:***

***Betsy Johnson***, Massachusetts Food Policy Alliance (Moderator)

***Gerard Kennedy***, Director of Technical Assistance, MDAR

***Bruce Fulford***, Owner and Principal, City Soil & Greenhouse

***Greg Murphy***, New England Sales Rep, Sun State Organics

***Andy Brooks***, Founder, Bootstrap Composting

***Adam Mitchell***, Partner, Save That Stuff, Inc.

## **Panel Description**

A critical component for farming is healthy, nutrient-dense soil and in an urban setting, the complexities and opportunities that arise are abundant. Due to the reality of pollution and

potential for soil contamination in cities, the safest alternative to existing soil is importing it mixed with compost. Generating enough compost to meet the needs of urban farmers and gardeners will take a multi-tiered system, one that will engage policy makers and entrepreneurs alike. What are the zoning restrictions? What are the resources that can be utilized to make large volumes of compost? How do communities capitalize on this economic opportunity? Join this conversation to learn more from seasoned professionals.

#### **Conversation:**

Nutrient-dense soil is essential for growing healthy, nutritious food and supplying this need within the parameters of any metropolitan city highlights the complexities of this important factor for urban growers. The solution: Compost. Compost, synonymous with rich soil, is a critical component for successful farming in an urban setting. The growing interest in urban farming brings greater awareness, and opportunities, with regards to compost, and it also brings attention to the issues surrounding it, such as supply and demand, zoning and production.

#### **Urban Farming Conference Notes, unedited**

<https://docs.google.com/folderview?usp=sharing&id=0B7HN73W1A06ZVnhoaTJLRIZZckk>

#### **Panel 5 Roof Top Farming**

#### **Conversation Leaders:**

***Mark Winterer***, Co-Founder/Director of Operations, Recover Green Roofs (Moderator)

***Mohamed Hage***, Founder, Lufa Farms

***John Stoddard***, Founding Farmer, Higher Ground Farm

***Joseph Swartz***, Director of Farming, Sky Vegetables, Inc.

#### ***Panel Discussion:***

The benefits of roof top farming in an urban setting make it an attractive alternative when ground-level space is scarce, utilizing and beautifying space in a community for growing fresh produce. The possibilities abound for roof top gardening and our speakers will engage you with their vision and share best practices. Year round growing, hydroponics, vertical and container gardening are just some of the methods to be discussed. How can your model be fiscally and operationally sound? What do you need to consider for future expansion? What environmental issues are unique to roof-top gardening?

#### **The Actual Conversation:**

The panel and audience delve into the day to day issues for roof top growing with a focus towards water management. Management practices for storm/runoff water, irrigation systems and all around water control were discussed. Technical questions on recapturing water, the cost benefits of water sourcing systems and the pros and cons of

vertical growing were at the core of the conversation. The panel also shared their insight and experience on soil nutrient levels and best practices in monitoring and maintaining a sustainable project.

**The Take away:**

Hands on technical education and best practices from the “pioneers” of roof top farming need to be part of the next conference, as the interest was great from the well attended session.

**Panel 6**  
**Food System Investors Meeting**

**Conversation Leaders:**

**Gerry Palano**, Mass Department of Agricultural Resources

**Glynn Lloyd**, CEO, City Growers

**Thai Ha-Ngoc**, Program Analyst, Henry P. Kendall Foundation

**Eric Bodzinski**, Farm Loan Manager, USDA Farm Service Agency

**Panel Discussion**

Meeting the growing demand for healthy, fresh produce will take partnerships across many sectors. Addressing the financial impact will take a strategic and comprehensive approach by our financial institutions that recognize the need for and are committed to strengthening our diverse food system. Today you can participate in this conversation with leaders of several institutions that are committed to engaging in a MA food systems planning process. What are the conventional and creative vehicles needed to move capital into this new urban farming sector?

**The Actual Conversation:**

Multiple funding sources were discussed within the context of for profit and non-profit enterprises. Panelists agree that because urban farming is an emerging sector, the current status of funding is limited, yet viewed as an “interesting market trend”. A rich conversation covering loans, grants, private sourcing and business model differences that may/may not impact support opportunities.

**The Take away:**

Further discussion and convening of foundations and funding entities would be beneficial to the movement. Distribution of information, more resource sharing would benefit entrepreneurs, as would revisiting this conversation at the UFC in 2014.

**Panel 7**  
**Land Strategy, Community Control and Policy**

**Conversation Leaders:**

**Barbara Knecht**, Urban Farming Institute (Moderator)

**Bette Toney**, Tommy's Rock Neighborhood Organization

**Jessica Burgess**, Legal Counsel, MDAR

**John Tad Read**, Senior Planner/Project Manager, Boston Redevelopment Authority

**Edith Murnane**, Director of Food Initiatives, City of Boston

**Panel Description:**

Scaling up the urban farming movement in MA brings with it the promise of transformed vacant spaces and improving neighborhood conditions, it also presents challenges for producers. Land insecurity issues, high infrastructure costs and outdated zoning policies need to be addresses to support urban farming. Join community advocates and local officials in this discussion on the need for agriculture-friendly zoning policies. What are the processes that need to take place to encourage collaboration with community members and urban farmers? How can policy change protect urban farmers from redevelopment and also encourage them to invest in their farming business?

**The Actual Conversation:**

Access to land, along with the question of ownership and how it impacts urban farming was the thread in this discussion. Article 89, Boston's permanent change to its urban agricultural code, and the discussion to its impact, served as a jumping off place for attendees to gage the zoning policies of their town or city. Panelists were able to guide participants on how to approach the issue of the unknown status of land ownership and "purpose" public property. The conversation leaders highlighted a few of the particulars of what Article 89 does address providing insight on how updating zoning codes will be crucial to support urban agriculture entrepreneurs.

**The Take away:**

Land, a key component of farming, brings with it the complexities that inherently come with urban farming. Individuals who live in a city or town that has not yet begun the conversation regarding zoning and the "purpose" of public land will have to essentially engage their local authority to begin the process. Legal and local zoning education, along with community dialogue, are needed to support this growing sector.

**Panel 8****Viable Enterprises Other Than Fruits and Vegetables****Conversation Leaders:**

**Margaret Connors**, Co-Founder, City Growers (Moderator)

**Jen Faigel**, Consultant, Pearl Food Production Small Business Center

**Tonya Johnson**, Owner, The Ancient Bakers, Inc.

**Kyle Sturgeon**, BAC

**Bonita Oehike**, Export Development Program, MDAR

**Panel Description:**

A growing number of local restaurants and markets are actively sourcing locally grown products. Is expanding into a value-added business the opportunity you desire to capitalize on? Our Conversation Leaders will help guide entrepreneurs to assess your enterprise's viability for long term success. A business planning process will involve determining your operation's strengths and weaknesses and an exploration of your goals. What are the next best locally produced products that have viability? What tools will you need to explore your idea? Where can you obtain technical assistance? What are some key considerations regarding financing? What does expansion look like? What are the best ways to get my products to market? Join in this conversation to understand more about the process and opportunities available to help you grow a value added enterprise.

**The Actual Conversation:**

Value added products and urban farming with a focus on scaling up cottage industries kicked off this conversation. Keeping your enterprise viable and maintaining a business model that targets low-income communities and incorporating marketing to both high end restaurants and low-income markets were of interest to attendees.

**The Take away:**

Connecting entrepreneurs to resources and education would be an added benefit to this area of focus.

More open and accessible production facilities, partnership opportunities and start up funding would benefit future and present enterprises.

**Panel 9****Youth and Urban Farming*****Conversation Leaders:***

**Dave Madan**, Board of Directors, Urban Farming Institute and Founder and Executive Director, theMOVE (Moderator)

**Hakim Sutherland**, Chairperson, Alternatives for Community & Environment (ACE)/Roxbury Environmental Empowerment Project's Grow or Die Campaign

**Wil Bullock**, Farm Educator, The Trustee of Reservations

**Selvin Chambers**, Executive Director, The Food Project

**Kenny Lopez**, Youth Leader, The Food Project

**Shanelle Villegas**, Youth Grower, United Neighbors of Lower Roxbury

**Panel Description:**

Massachusetts youth are the key to leading the way to transforming empty urban land into farms and community growing spaces. Hear from our panel of youth leaders on the work they've done to reshape urban spaces. What are the visions and priorities of youth leaders in the urban farming movement? How do they manage the various resistances they encounter? Where do they see their futures within the urban food movement? How can more youth be engaged in this work?

**The Actual Conversation:**



Experienced youth and leaders shared their experiences with their personal education in farming and how they share this information with their peers. The panelists were able to convey the importance of “connecting the dots” with other youth, regarding community, healthy food and justice.

Their perceptions were changed by exposure through the organizations they joined (such as the Food Project) and they see the importance of re-educating community members. Food insecurity and justice were the strong themes of this conversation.

|   |             |  |             |
|---|-------------|--|-------------|
| <b>CONTRACTOR LEGAL NAME:</b><br>(and d/b/a):   |             | <b>COMMONWEALTH DEPARTMENT NAME:</b><br><b>MMARS Department Code:</b>  |             |
| <b>Legal Address: (W-9, W-4,T&amp;C):</b>   |             | <b>Business Mailing Address:</b>   |             |
| <b>Contract Manager:</b>  |             | <b>Billing Address (if different):</b>   |             |
| <b>E-Mail:</b>  |             | <b>Contract Manager:</b>   |             |
| <b>Phone:</b>   | <b>Fax:</b> | <b>E-Mail:</b>   |             |
| <b>Contractor Vendor Code:</b>  |             | <b>Phone:</b>  | <b>Fax:</b> |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD ____<br>(Note: The Address Id Must be set up for <a href="#">EFT</a> payments.)  |             | <b>MMARS Doc ID(s):</b>  |             |
| <b>NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <a href="#">Statewide Contract</a> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <a href="#">Collective Purchase</a> (Attach OSD approval, scope, budget)<br><input type="checkbox"/> <a href="#">Department Procurement</a> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation)<br><input type="checkbox"/> <a href="#">Emergency Contract</a> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <a href="#">Contract Employee</a> (Attach <a href="#">Employment Status Form</a> , scope, budget)<br><input type="checkbox"/> <a href="#">Legislative/Legal or Other:</a> (Attach authorizing language/justification, scope and budget)   |             | <b>CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____.<br>Enter Amendment Amount: \$ _____. (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b><br><input type="checkbox"/> <a href="#">Amendment to Scope or Budget</a> (Attach updated scope and budget)<br><input type="checkbox"/> <a href="#">Interim Contract</a> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <a href="#">Contract Employee</a> (Attach any updates to scope or budget)<br><input type="checkbox"/> <a href="#">Legislative/Legal or Other:</a> (Attach authorizing language/justification and updated scope and budget) |             |
| The following <a href="#">COMMONWEALTH TERMS AND CONDITIONS</a> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.<br><input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services   |             |  |             |
| <b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.<br><input type="checkbox"/> <a href="#">Rate Contract</a> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input type="checkbox"/> <a href="#">Maximum Obligation Contract</a> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.  |             |  |             |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)   |             |  |             |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)   |             |  |             |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br>__ 1. may be incurred as of the <a href="#">Effective Date</a> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <a href="#">Effective Date</a> .<br>__ 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the <a href="#">Effective Date</a> below and <b>no</b> obligations have been incurred <b>prior</b> to the <a href="#">Effective Date</a> .<br>__ 3. were incurred as of ____, 20 ____, a date <b>PRIOR</b> to the <a href="#">Effective Date</a> below, and the parties agree that payments for any obligations incurred prior to the <a href="#">Effective Date</a> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.  |             |  |             |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of ____, 20 ____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.  |             |  |             |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |             |  |             |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br><br>X: _____, Date: _____.<br>(Signature and Date Must Be Handwritten At Time of Signature)<br><br>Print Name: _____<br>Print Title: _____  |             | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br><br>X: _____, Date: _____.<br>(Signature and Date Must Be Handwritten At Time of Signature)<br><br>Print Name: _____<br>Print Title: _____   |             |

**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) **and** the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) **and** the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

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#### NEW CONTRACTS (left side of Form):

**Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)**

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#). Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

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#### CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#).)

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

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#### COMMONWEALTH TERMS AND CONDITIONS

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Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

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#### COMPENSATION

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Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

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#### PAYMENTS AND PROMPT PAY DISCOUNTS

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Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

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#### BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

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#### ANTICIPATED START DATE

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The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific

future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

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#### CONTRACT END DATE

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The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

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#### CERTIFICATIONS AND EXECUTION

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See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. **Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.**

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

**Authorizing Signature For Commonwealth/Date:** The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

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#### CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.



**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c.30, § 39R](#), [G.L. c.149, § 27C](#), [G.L. c.149, § 44C](#), [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to

intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11: New Independent Contractor Provisions](#) and applicable [TIRs](#).

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c.153](#) (Liability

for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14. 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G. L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and 98A, [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act; Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP SmartBid subscription process at: [www.comm-pass.com](#) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor](#)

[Mandatory Submission Form](#).

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481.** [Prohibiting the Use of Undocumented Workers on State Contracts.](#) For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130.** [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346.** [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444.** [Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504.** [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology

Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

[Executive Orders 523, 524 and 526](#). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)); [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

## Commonwealth Terms and Conditions:

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject

any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The



Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**12. Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**13. Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

**15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

**IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:**

[CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_  
(signature)

Print Name:

Title:

Date:

(Check One):    ☐ Organization                      ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone:                                      FAX:

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]  
***INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS***

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: ***Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



**COMMONWEALTH OF MASSACHUSETTS**  
**OFFICE OF THE COMPTROLLER**  
**Electronic Funds Transfer Sign Up Form**

**This form should be sent to a department with whom you do business.**

Request type must be checked: ☐ Initial Request ☐ Changing Existing Account ☐ Closing Account

I \_\_\_\_\_, hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

☐ I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.

☐ I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

**VENDOR BANK INFORMATION**

Vendor Bank Name: \_\_\_\_\_  
Vendor Bank Transit Number (ABA): \_\_\_\_\_  
Vendor Bank Account Number: \_\_\_\_\_  
Account Type: \_\_\_\_\_

Filling out this field is a requirement for changing account number

Vendor Bank Old Account Number: \_\_\_\_\_  
Account Type: \_\_\_\_\_

**VENDOR INFORMATION**

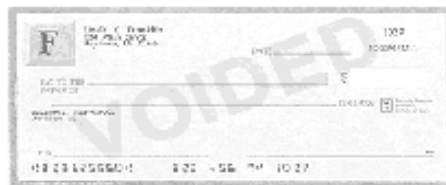
Vendor Tax Identification Number (TIN): \_\_\_\_\_  
Vendor/Business Name: \_\_\_\_\_  
Vendor Contact Name: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Form forwarded to Commonwealth Department: \_\_\_\_\_

Attached voided check here:



**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



**CONTRACTOR LEGAL NAME :**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

| AUTHORIZED SIGNATORY NAME | TITLE |
|---------------------------|-------|
|                           |       |
|                           |       |
|                           |       |
|                           |       |
|                           |       |

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Form **W-9****(Massachusetts Substitute  
W-9 Form)****Request for Taxpayer  
Identification Number and Certification****Completed form should be given to  
the requesting department or the  
department  
you are currently doing business  
with.****Name** ( List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)**Business name**, if different from above. (See **Specific Instruction** on page 2)Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ►**Legal Address:** number, street, and apt. or suite no.**Remittance Address:** if different from legal address number, street, and apt. or suite no.**City, state and ZIP code****City, state and ZIP code**

Phone # ( )

Fax # ( )

Email address:

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

**Social security number**

□□□-□□-□□□□

**OR****Employer identification number**

□□-□□□□□□

**Vendors:****Dunn and Bradstreet Universal Numbering System (DUNS)****DUNS**

□□□□□□□□

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No \_\_\_\_ Yes \_\_\_\_ If yes, **in compliance with** the State Ethics Commission **requirements**.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

**Sign  
Here****Authorized Signature** ►**Date** ►**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use **Form W-9** only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

2. Certify you are not subject to backup withholding

**If you are a foreign person, use the appropriate Form W-8.** See **Pub 515**, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**What is backup withholding?** Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

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## SPECIFIC INSTRUCTIONS

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

### Part I - Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.**

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

### Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

**Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –**

The United States Office of Management and Budget (OMB)

## What Name and Number to Give the Requester

| For this type of account:  | Give name and SSN of:   |
|--|---|
| 1. Individual  | The individual  |
| 2. Two or more individuals (joint account)   | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup><br>The minor <sup>2</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)   | The grantor-trustee <sup>1</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship   | The owner <sup>3</sup>  |

| For this type of account:   | Give name and EIN of:     |
|---|---------------------------|
| 6. Sole proprietorship  | The owner <sup>3</sup>    |
| 7. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup> |
| 8. Corporate  | The corporation           |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization  | The organization          |
| 10. Partnership   | The partnership           |
| 11. A broker or registered nominee  | The broker or nominee     |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity         |

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or “pre-LLC” EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner’s EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government’s Central Contractor Registration (CCR) at [/www.ccr.gov](http://www.ccr.gov) . Any entity that does not have a DUNS number can apply for one on-line at <http://www.dnb.com/us/> under the DNB D-U-N Number Tab.

#### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

<sup>2</sup> Circle the minor’s name and furnish the minor’s SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or “DBA” name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

*If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.*

***Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.***